

# Exhibit D

## (Schedule 1 – Steelcase Inc. (U.S. Dealer Terms of Sale))

**STANDARD TERMS — 2% 10th prox., net EOM**

The billings for the complete month must be paid and payment must be postmarked by the tenth of the month following shipment to earn the 2% cash discount and are due net by the end of the month following shipment. Steelcase reserves the right to disallow the cash discount if there are undisputed past due items owed on the account.

**SPLIT TERMS — 2% EOM & 15th prox., net EOM**

The billing for the first through the fifteenth of the month must be paid and payment must be postmarked by the end of the month to earn the 2% cash discount. Payment on a net basis is due by the end of the month following shipment. The billings for the sixteenth through the end of the month must be paid and payment must be postmarked by the fifteenth of the month following shipment to earn the 2% cash discount and are due net at the end of the month following shipment. Steelcase reserves the right to disallow the cash discount if there are undisputed past due items owed on the account.

**CASH DISCOUNT COMPUTATION**

The 2% cash discount is offered for payment of **NET PURCHASES** according to Steelcase Standard or Split Terms of Sale. Payment must be postmarked to Steelcase by the applicable date to be eligible for the cash discount. Ineligible cash discounts taken will be invoiced to the dealer and are immediately due and payable. If the cash discount due date falls on a weekend or legal postal holiday, the dealer has until the next business day to postmark payment. Payments may be remitted up to two days beyond the cash discount due date for extenuating circumstances. If mailed overnight by federal express one additional day is allowed. If remitted through a bank wire transfer two additional days are allowed. Dealers must contact and receive prior approval from their Credit Department, Manager Dealer Financial Accounts, if extenuating circumstances will cause a delay in payment beyond the cash discount due date.

**DISPUTED ITEMS**

To be eligible for cash discounts in instances where there are shortages or discrepancies, dealers should deduct only the amount in question or dispute and pay the difference. Complete details concerning the deduction must accompany the check, thus enabling Steelcase to take appropriate action.

**MONTHLY STATEMENTS**

Monthly statements are prepared as a service to dealers. If statements are delayed by the mails, or for any other reason, payment must still be made in accordance with the previously stated Terms of Sale.

**CREDIT PERIOD**

The credit period is computed from the invoice date. Our policy does not permit cash discount to be allowed on the basis of date of receipt of the invoice, merchandise, or monthly statement.

**SERVICE CHARGE**

A service charge of 1 ½% per month will be added to those accounts one or more days delinquent.

**MAINTENANCE OF CREDIT ACCOMMODATIONS**

Continuation of open account privilege is contingent on the dealer's ability to maintain their account in a satisfactory condition. We reserve the right, in accordance with our Credit Terms and Policies, to suspend shipment(s) to dealers when there are undocumented and undisputed past due balances. New orders will not be accepted for production when there are completed orders being held in our Shipping Department for credit reasons.

**FINANCIAL STATEMENTS**

To enable Steelcase to establish and maintain an appropriate credit guide for the dealer's account, fiscal year-end financial statements are required and must be submitted within 120 days from our fiscal year end date or more often if deemed necessary. The annual financial statement may be audited, reviewed or compiled. If annual Steelcase purchases exceed \$1 million, the financial statement must be prepared by an independent CPA and must include the balance sheet, income and cash flow statement, auditor's opinion, and any related notes that accompany the financial statement. If annual Steelcase purchases are less than \$1 million, the dealer principal must sign the financial statement or provide a signed cover letter attached to the financial statement.

**CREDIT ARRANGEMENTS FOR MAJOR ORDERS**

Large orders exceeding normal credit requirements are subject to individual arrangements.

**DELIVERY AND FREIGHT**

- A) All shipments within the 48 contiguous United States, except those designated to ports of embarkation, will be shipped FCA factory, freight prepaid and allowed regardless of weight. Steelcase may select the most appropriate mode of shipment from the manufacturing point of its choice. Special shipping methods or handling will be subject to an additional charge.
- B) All shipments outside of the 48 contiguous United States to the Zone 1 Caribbean areas designated in the Steelcase Standard Price and Product Manual will be shipped FCA factory, as modified, freight prepaid, and allowed to port of embarkation. All charges beyond the point of embarkation are collect.
- C) All shipments to Alaska and Hawaii will be shipped FCA factory; freight prepaid, and allowed to port of embarkation. Steelcase reserves the right to select shipping method and the port of embarkation. All charges beyond the point of embarkation are collect.
- D) If Dealer or Dealer's Customer receives a shipment in damaged condition, it shall note the damage on the carrier's freight bill(s) and not reject the shipment. Concealed damage must be reported to the transportation company as quickly as possible after the date of delivery and, in any event, all damage claims must be filed directly with the delivering carrier within nine (9) months from the date of the bill of lading. If a shipment is delivered on Steelcase trucks, claims for transportation damage must be filed directly with Steelcase.

**TITLE; RISK OF LOSS**

- A) Except as provided in Subsection (B) below, title and risk of loss or damage shall pass from Steelcase to Dealer upon delivery to the carrier, and from the Dealer to the Dealer's Customer upon delivery at Dealer's Customers' designated location.
- B) Where shipment is by Steelcase truck, title and risk of loss shall pass to the Dealer or Dealer's Customer upon delivery to either of them, or to a designated storage site designated by either of them, or to the Dealer upon delivery to another carrier for delivery. If the product is to be placed in storage by Steelcase, title and risk of loss shall pass immediately to Dealer upon Steelcase's placing the product in storage.
- C) For international shipments title and risk of loss or damage shall pass from Steelcase to Dealer upon arrival, but before customs clearance, at the foreign (non-U.S.) (a) port of entry (for ocean shipments), (b) airport (for air shipments), or (c) first point of entry within the foreign jurisdiction (for overland shipments).